AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
BEACH LIFEGUARDS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING made and entered into this 9<sup>th</sup> day of February 2021,

BY AND BETWEEN

Authorized Management Representative (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"),

AND

LOS ANGELES COUNTY FIRE LIFEGUARD ASSOCIATION (hereinafter referred to as "LACOLA" or "Union")

WHEREAS, on the 21st day of May 2019, the parties entered into a Memorandum of Understanding regarding the Beach Lifeguards Employee Representation Unit, and the Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to extend the Memorandum of Understanding by one year, maintaining all current provisions and terms as status quo under the Memorandum of Understanding. Accordingly, the parties agree to adjust all relevant dates in the Memorandum of Understanding necessary to accommodate the extension, and to amend the Memorandum of Understanding only as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

### 1. ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2018. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2021.

## 2. ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2021, through August 1, 2021, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or September 1, 2021, whichever

is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2021, unless the parties mutually agree to continue negotiations.

## 3. ARTICLE 8 SALARIES

#### Section 4. Sick Leave Accrual Exchange

2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two additional sick leave days on July 1, 2021 in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

#### 4. ARTICLE 16 UNIFORMS

# Section 3. Uniform Replacement and Maintenance Allowance

Permanent employees covered by this agreement and employed on November 1, 2021, shall be entitled to a lump sum payment of one thousand and fifty dollars (\$1,050.00) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2021 and December 15, 2021, by separate payroll warrant.

This allowance shall not constitute a base rate.

5. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original

Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

LOS ANGELES COUNTY LIFEGUARD ASSOCIATION COUNTY OF LOS ANGELES AUTHORIZED MANAGEMENT REPRESENTATIVES

Kyle Power President, LACOLA Fesia A. Davenport
Acting Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS